

AGREEMENT BETWEEN
THE ATLANTIC CITY PARA-PROFESSIONAL EMPLOYEES ASSOCIATION

(Eli-let)

AND

THE ATLANTIC CITY BOARD OF EDUCATION

FOR THE PERIOD

X JULY 1, 1980 TO JUNE 30, 1982

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PREAMBLE

This Agreement entered into this 1st day of July, 1980 by and between the Board of Education of Atlantic City, New Jersey, hereinafter called the "Board," and the Atlantic City Para-Professional Employees Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for School Aides, Contracted Secretaries, Stockroom Clerks, and Day Security Guards, employed in programs totally funded by governmental sources for only the period of the program and in accordance with the rules and regulations of the program.
- 1.2 Unless otherwise indicated, the term "employees" when used hereafter in this Agreement shall refer to only those employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees.

ARTICLE II

NEGOTIATIONS PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. The Association may institute its demands whenever such is legally permitted and the Board shall meet with the Association for the purpose of negotiations no longer than four (4) calendar weeks thereafter. During the interim period, Association officers shall be available to meet with the Board, the Superintendent, the Business Manager, or as needed for the purpose of clarification of demands. Any Agreement so negotiated shall apply to all employees within the Bargaining Unit, be reduced to writing, be signed by the Board and the Association, and be submitted to the Board for adoption after ratification by the Association.
- 2.2 The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement. The Board and the Association also agree that all negotiations be conducted in private and that strict confidentiality be maintained by both parties.
- 2.3 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- 2.4 Incident to negotiations, the Board will make available that information which is in the public domain and which is requested after reasonable notice by the Association.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definition

- 3.1.1 A grievance is a claim by an employee that he has suffered harm by the interpretation, application, or violation of policies, agreements, or administrative decisions affecting him.
- 3.1.2 A grievance to be considered under this procedure must be initiated in writing within the following time limits:
- 3.1.2.1 If the event or action causing the grievance occurs between September 1 and May 30, the grievance must be submitted in writing within ten (10) school days from the time when the grievant knew or should have known of its occurrence.
- 3.1.2.2 If the event or action causing the grievance occurs between June 1 and August 31, the grievance must be submitted in writing within fifteen (15) calendar days from the time when the grievant knew or should have known of its occurrence.

3.2 Procedure

- 3.2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
- 3.2.2 Any employee grievant shall, during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- 3.2.3 The Association may initiate a grievance on behalf of the group of employees who have signed the grievance. If the grievance concerns a matter over which the principal exercises control, the grievance shall be initiated on the principal's level, otherwise it may be initiated on the Superintendent's level.
- 3.2.4 Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by the Association or a representative selected or approved by the Association.
- 3.2.5 When a grievant is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent be notified by the Superintendent that

the grievance is in existence. The Association may be present at the grievance hearing and any later hearings and may present their viewpoint in writing to be attached to the grievance papers.

- 3.3 An employee grievant who has an alleged grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level. The principal (or immediate superior or department head, if applicable) shall give his decision within seven (7) school days.
 - 3.3.1 The employee grievant, no later than three (3) school days after receipt of the decision of his principal (or immediate superior or department head, if applicable) may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing with a copy to the principal (or immediate superior or department head, if applicable) specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant and the Association.
- 3.4 If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the Association within thirty (30) calendar days of receipt of the appeal, or if a hearing is granted, within ten (10) calendar days of the date of the hearing. The referred-to hearing, if granted, shall be held within seven (7) calendar days after the meeting at which the decision is made by the Board to hold the hearing. The Superintendent shall notify the Association immediately if the Board decides not to hold a hearing.
- 3.5 If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes to have a review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of the receipt of the Board's decision; however, the Board's decision shall be final and binding on the grievance concerning:
 - 3.5.1 Any matter for which a specific method of review is prescribed by law or any rule or regulation of the State Commissioner of Education;
 - 3.5.2 Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
- 3.6 If the grievance is not resolved by the decision of the Board, the Association shall have the right to seek arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- 3.7 The arbitrator shall limit himself to the issue(s) submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The award of the Arbitrator shall be binding.
- 3.8 The costs for the services of the arbitrator, including per diem expenses if any, actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 3.9 In the event a grievance is brought up for consideration at the end of a school year and if the principal (or immediate superior or department head, if applicable) is not available after the closing of school for procedures outlined in 3.3, the grievant may proceed directly to the procedure specified in Paragraph 3.3.1 and "school days" shall read "calendar days," in which event Saturdays, Sundays, and holidays shall not be counted in complete time.
- 3.10 All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.
- 3.11 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE IV

DEDUCTIONS FROM SALARY

- 4.1 The Board agrees to deduct from the salaries of its employees dues for the Atlantic City Para-Professional Association, Atlantic County of Education Associations, and the New Jersey Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Atlantic City Para-Professional Association following the monthly pay periods in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- 4.2 Each of the associations named above shall certify to the Board, in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 4.3 After discussion between the Board and The Association, the Board may deduct from employees' salaries money as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. The designation of the items subject to such deductions is neither arbitrable nor subject to fact-finding.

4.4 Employee authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT
ASSOCIATION MEMBERSHIP DUES

Name _____ Social Security Number _____
 Address _____
 School _____
 School Position _____

I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organization; such amounts to be paid to such person as may from time to time be designated by the local Association. This written notice from me effective January 1 or July 1 of any year. Upon termination of employment the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability therefore.

4.5 The Association agrees to save the Board harmless from any and all liability pertaining to collected money once such money has been transmitted to the Association in accordance with this Agreement.

ARTICLE V

RIGHTS OF THE PARTIES

- 5.1 Nothing contained herein shall be construed to deny to or restrict from any employee or the Board such rights as either may have under New Jersey School Laws or other applicable laws and regulations.
- 5.2 No employee under individual contract shall be disciplined or reprimanded without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- 5.3 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 5.4 In the event of a reduction in force, School Aides shall be considered as a category. The Security Guards shall be in a separate category. In the event of the abolishment of a title or a reduction in the number of one or more within a title, seniority computed from the date of last continuous hire shall prevail.

An employee designated as reduced in force may exercise his seniority to "bump" an employee within the same category with less seniority. Such "bump" must first be downward to the next lower pay classification according to title and only if such is or becomes impossible may the employee "bump" upward within his category.

Upon the effective date of the "bump" the employee exercising his right to bump shall receive the rate of pay for the title into which he has bumped.

All other employees in the bargaining unit shall be reduced in force in accordance to the guidelines of the New Jersey State Department of Education.

ARTICLE VI

ASSOCIATION RIGHTS

- 6.1 The Board agrees to furnish to the Association the names and addresses of all employees.
- 6.2 The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.
- 6.3 Representatives of the ACPA, and of the NJEA shall have the right to enter the schools to meet with employees during the lunch period or after school to carry out appropriate Association business. Such business shall not interfere with the scheduled assignments of any employees. Representatives who enter the schools shall notify the principal or his designee of their presence prior to meeting with any employee or group of employees.
- 6.4 If the days selected are mutually agreeable to the parties, the Board shall grant the President of the Association or his designee up to three (3) days leave of absence with pay for Association business. The Board shall not unreasonably refuse to approve the days selected by the Association and leave shall be in addition to leaves stated elsewhere in this Agreement.

ARTICLE VII

STAFF VACANCIES

- 7.1 Whenever a vacancy occurs or when a new position is created, a notice shall be distributed to all employees a minimum of ten (10) calendar days prior to filling the vacancy. Employees interested in being considered for any posted staff vacancy shall file a written request with the Superintendent.
 - 7.1.1 Other than the positions of Secretary to the Superintendent, Business Manager, or Assistant Superintendent, all vacancies shall be posted.

7.2 Vacation allowance is based upon time worked in the Atlantic City school system and calendar years worked in a ten-month position shall be treated as a twelve-month year for the purpose of having vacation allowance.

7.2.1 Vacation time allotted to a twelve-month position shall be a minimum of two (2) calendar weeks. In addition, for ten (10) years of service, a 12-month employee shall receive one (1) additional week of vacation, then at the end of twenty (20) years of service a fourth week of vacation shall be added.

7.2.2 Effective July 1, 1981 the vacation schedule shall be as follows:

Up to 9 years	---	two (2) weeks
9 years to 15 years	---	three (3) weeks
Over 15 years	---	four (4) weeks

These vacation entitlements cannot be taken until school year 1982-1983 but may be earned effective July 1, 1981.

7.3 When a person presently employed in the system is promoted, he shall be placed immediately on scale.

7.4 Appointments to any vacancy on a temporary or permanent basis shall be made at the sole discretion of the Board.

7.4.1 When a person presently employed in the system is appointed on a temporary basis to fill a vacancy, he shall be paid the rate for the position retroactive to the first day he served in that position after he has completed thirty (30) continuous calendar days in that temporary appointment.

7.5 Nothing herein contained in this Article precludes the Board from filling any vacancy with persons not presently employed in the System.

ARTICLE VIII

EMPLOYMENT AND HOURS OF WORK

8.1 All newly hired employees may be required to serve a probationary period of sixty (60) calendar days during which they may be discharged at the sole discretion of the Board.

8.2 The work day for employees shall be seven (7) hours exclusive of lunch.

8.2.1 School Aides only shall have a six and one-half (6 1/2) hour workday, exclusive of lunch.

8.2.2 The Superintendent shall designate for all employees which one hundred eighty (180) workdays shall be seven (7) hour workdays plus the one-half (1/2) or one (1) hour lunch period as scheduled. The remaining four (4) workdays, which may be less than four (4) at the sole discretion of the Superintendent, of the work year shall be one (1) hour less.

8.2.3 Duty-Free Lunch

Employees shall receive a daily duty-free lunch period as follows:

Aides - One-half (1/2) hour per day.

Secretaries - One (1) hour per day except where building principal and secretary have agreed to one-half (1/2) hour.

Security Guards (High School) - One (1) period.

Attendance Officers - One (1) period.

Stockroom Personnel - One (1) hour.

8.3 On scheduled half days prior to Thanksgiving, Christmas, and Easter, aides attached to teachers may leave at 12:45 pm, clerical aides and school secretaries may leave at 1:15 pm, and administration building employees may leave at 2:00 pm.

8.3.1 On Fridays school aides assigned to teachers may leave at the same time as the teacher, however, school aides assigned to offices shall stay until the office closes at 4:00 pm.

8.3.2 No member of the bargaining unit shall be in a classroom for more than one-half (1/2) of a school day without a certified professional being present.

8.4 In the event that changes in assignments are made by the appropriate administrator, the employee affected shall be notified promptly.

8.5 Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent with a copy to the principals concerned not later than May 1.

8.6 As soon as is practicable, the Superintendent or his designee shall notify the Association regarding the names of all employees who have been reassigned or transferred.

8.7 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be considered. However, all such transfers or reassignments shall be made at the sole discretion of the Board.

ARTICLE IX - SALARIES

9.1. Effective July 1, 1980, the secretarial salary schedules for the 1980-1982 school years are as follows:

9.1.1 Secretaries

Level I	\$7,000	-	\$9,200*	(1 - 5 yrs.)
Level II	8,000	-	10,700*	(6 -10 yrs.)
Level III	10,000	-	13,000*	(11 -20 yrs.)

Increases: 1980-81 - \$1,350.00 per employee.
1981-82 - \$1,550.00 per employee.

*Maximum salaries at each level will be attained in 1981-82.

9.1.2 Senior Secretaries

\$10,500 - 14,465* (max. 20 yrs.)

Increases: 1980-81 - \$1,500.00 per employee
1981-82 - \$1,700.00 per employee

*Maximum salaries at each level will be attained in 1981-82.

9.1.3 Teacher Substitute Calls: All teacher substitute calls shall be taken by the principal who shall transmit them to the secretary designated by the principal and who shall then make all calls to substitutes from the secretary's home in the morning prior to the start of the school day. The secretary who performs the task shall be paid as follows:

- a. Venice Park School - \$ 50.00 per annum
- b. Chelsea Heights School - \$100.00 per annum
- c. Richmond Avenue School - \$100.00 per annum
- d. All Other Elementary and Junior High School - \$150.00 per annum
- e. High School - \$200.00 per annum

9.2 Effective July 1, 1980 the Attendance Officers salary schedule for the 1980-1982 school years are as follows:

Level I	\$5,500 - \$7,500*	(1-7 years)
Level II	7,295 - 9,115*	(8-14 years)
Level III	8,580 -10,225*	(15-20 years)

Increases: 1980-81 - \$300.00 per employee
1981-82 - \$900.00 per employee

*Maximum salaries at each level will be attained in 1981-82.

9.3 Aides

9.3.1 Effective July 1, 1980, the aides salary schedules for the 1980-1982 school years is as follows:

Level I	\$4,250 - \$5,160*	(1-4 years)
Level II	\$5,098 - \$6,375*	(5-8 years)
Level III	\$6,250 - \$7,125*	(9-12 years)

Increases: 1980-81 - \$500.00 per employee
1981-82 - \$600.00 per employee

*Maximum salaries at each level will be attained in 1981-82.

9.3.2 Compensatory time beyond a thirty-two and one-half (32 1/2) hour week shall be afforded to aides in accordance with Federal guidelines.

9.4 Effective July 1, 1980, the salary schedules for security guards are as follows:

Level I	\$5,250 - \$6,776*	(1-4 years)
Level II	\$6,657 - \$8,330*	(5-8 years)
Level III	\$8,106 - \$9,885*	(9-12 years)

Increases: 1980-81 - \$800.00 per employee
1981-82 - \$900.00 per employee

*Maximum salaries at each level will be attained in 1981-82.

9.5 Effective July 1, 1980, the salary schedules for stockroom clerks are as follows:

Level I	\$7,000 - \$10,710*	(1-7 years)
Level II	\$9,280 - \$12,335*	(8-14 years)
Level III	\$11,241 - \$14,768*	(15-20 years)

Increases: 1980-81 - \$1,500.00 per employee
1981-82 - \$1,700.00 per employee

*Maximum salaries at each level will be attained in 1981-82.

9.6 Longevity shall be paid to members of the bargaining unit in accordance with the following schedule:

\$120.00 to twelve-month employees after fifteen (15) years of continuous service in the Atlantic City school system.

\$100.00 to ten-month employees after fifteen (15) years of continuous service in the Atlantic City school system.

- 9.7 Any employee employed contractually prior to February 1 of any school year to the closing of that school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- 9.7.1. The Superintendent may, in his sole discretion, grant credit than that itemized in this paragraph if the circumstances make such excess necessary.
- 9.8. Members of the bargaining unit shall receive one hundred dollars (\$100.00) in addition to their salary as established by the appropriate salary scale for each year (32 credits) of college completed.
- 9.9. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel after reporting to their assigned building at the rate paid by the State of New Jersey.
- 9.10. Only if the Board directs an employee to take specific educational courses shall the Board pay expenses of such courses and such expense(s) must be ~~reasonable~~ reasonable.

ARTICLE X

INSURANCE COVERAGE

- 10.1 For the duration of this agreement the Board shall provide the same insurance benefits to the employees covered by this agreement as it does to the teachers.

ARTICLE XI

SICK LEAVE

- 11.1 The present Board policy on sick leave as expressed on Pages 13 and 15 in Article XV, titled "Absence of Employees" of the "Rules and Regulations of the Board of Education," adopted 1938 and revised 1974, shall continue. Employees shall be given a written accounting of accumulated sick leave days normally no later than September 30th.
- 11.2 Sick leave for disability due to pregnancy shall be granted according to Article XIII and in accordance with the Statutes of the State of New Jersey T8A:30.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE WITH PAY

12.1 An employee may, if he receives proper prior approval, receive three (3) days of personal leave to be granted with reason given and sufficient notice to the administration except in the event of an emergency. Such days of personal leave must be used to handle obligations which cannot be completed except during school time and shall include religious holidays and may be used for illness in the immediate family. Personal leave days must be taken as a whole day of leave and shall not be used to extend a holiday or vacation period except for illness in the immediate family or attendance at a funeral of a family member.

12.1.1 Personal leave days which are not used in any one school year shall accumulate to the credit of the employee in a special sick leave day bank.

Such days may be used by the employee as follows:

In the event of an extended illness involving ten (10) consecutive workdays of illness, commencing with the eleventh (11th) day of illness, the individual may utilize his special sick leave bank. When such special sick leave bank is exhausted, the individual shall revert to his regular accumulated sick leave.

The Board of Education shall supply to each employee on November 1, of each school year an accounting of accumulated sick leave days available beginning September 1, 1979, of that school year and as of September 1, thereafter.

12.1.2 Employees shall be permitted to attend class reunions if such attendance necessitates absence during a school day. Employees shall be permitted to attend commencement exercises for their own graduation, for the graduation of their spouse, or children provided arrangements are made in writing with the Superintendent of Schools at least one week in advance. If such absence is not taken under the provision of 11.1, such absence shall cause a deduction of the amount of a substitute's pay.

12.2 An employee shall be granted up to five (5) calendar days for death in the immediate family, "Immediate family" shall be defined as mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, legal guardian, or any other person domiciled in the same household as the employee. If, in the judgment of the Superintendent, circumstances warrant, the Superintendent may grant additional leave.

12.3 All other temporary leaves of absence shall be as specified in Article XV titled "Absence of Employees" in the "Rules and Regulations of the Board of Education," adopted 1938 and revised 1974, Pages 13-15.

- 12.4 The Board shall grant up to two (2) days each school year for each of two (2) representatives of the Association to attend NJEA workshops or normal structured seminar studies conducted by Rutgers, The State University if the following condition has been met: The request for such leave must be made to the appropriate supervisor and his/her approval secured in advance. Such approval shall not be unreasonably withheld by the supervisor.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

- 13.1 A child rearing leave of absence without pay will be granted immediately subsequent to the employee's physical disability due to pregnancy under the following circumstances and upon request of affected employees:
- 13.1.1 A leave of absence without pay for child rearing purposes shall not exceed twenty-four (24) months and a teacher shall return from such leave at either the beginning of a school year or January 1. Only with the sole approval of the Superintendent may a teacher return to duty at a different date.
 - 13.1.2 Notice that the employee intends to return to active duty must be made at least four (4) months before the date of return.
 - 13.1.3 All child rearing leave shall be without pay.
 - 13.1.4 A nontenured employee shall not be entitled to a leave of absence beyond the contract school year in which the leave was obtained.
 - 13.1.5 Personnel returning from a child rearing leave shall be placed on the latest salary guide with teachers of equal training and experience. No experience credit will be granted for the period of leave.
 - 13.1.6 Any employee with tenure adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. Prior to receiving such leave, the employee shall meet and discuss the employee's intent with the Superintendent substantially in advance of receiving de facto custody. The employee and the Superintendent shall attempt to determine a mutually satisfactory date upon which the leave shall commence.

ARTICLE XIV

ASSOCIATION RIGHTS AND PRIVILEGES

- 14.1 Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

- 14.2 The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment of reasonable times, providing the operator is qualified, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- 14.3 To the extent permissible the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit.

ARTICLE XV

EMPLOYEE RIGHTS AND PRIVILEGES

- 15.1 Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiating and other legal concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 15.2 Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE XVI

EMPLOYMENT PROCEDURES

- 16.1 Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1978-79 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- 16.2 Employees shall be notified of their contract and salary status for the ensuing year no later than April 30 or thirty (30) days following the ratification of contract by both parties.
- 16.3 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

ARTICLE XVII

EMPLOYEE-ADMINISTRATION LIAISON

- 17.1 Three times a year, upon request by the Association, a committee may meet with the Superintendent to discuss any problems other than those related to negotiations or grievances.

ARTICLE XVIII

MISCELLANEOUS

- 18.1 This Agreement constitutes the entire Agreement between the parties and encompasses all matters which were the subject of negotiations or could have been the subject of negotiations. Neither party shall be required to negotiate on any matters except as provided for negotiation of a successor Agreement.
- 18.2 Nothing in this Agreement shall apply retroactively unless specified.
- 18.3 No employee shall purchase any materials without first securing the proper purchase order.
- 18.4 The Board shall pay the cost of the final printing of this contract agreement.
- 18.5 This agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- 18.6 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- 18.7 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 18.8 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Association, to Board at 1809 Pacific Avenue, Atlantic City, New Jersey, 08401
 2. If by Board, to Association at location of president

President 1980 Rosa Scott, Secretary
Indiana Ave. School

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall take effect as of July 1, 1980, and shall remain in effect until June 30, 1982.

For the Association

For the Board
